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13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 UNITED STATES OF AMERICA,)
16 Plaintiff,)
17 v.) 2:09-CV-539-JCM-(GWF)
18 \$337,400.00 IN UNITED STATES CURRENCY,)
19 Defendant.)

20 **SETTLEMENT AGREEMENT WITHDRAWING CLAIM AND FORFEITING THE \$337,400.00**
21 **IN UNITED STATES CURRENCY AS TO JONG MAL HA ALSO KNOWN AS YOUNG JAE HA**
22 **AND ORDER**

23 The United States of America (“United States”), by and through Daniel G. Bogden, United States
24 Attorney for the District of Nevada, and Daniel D. Hollingsworth, Assistant United States Attorney, and
25 Jong Mal Ha aka Young Jae Ha, agree as follows:

26 1. This case is a civil forfeiture action seeking to forfeit \$337,400.00 in United States Currency
27 under 18 U.S.C. § 981(a)(1)(A), 18 U.S.C. § 981(a)(1)(C), and 31 U.S.C. § 5317(c)(2).
28 2. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily withdraws his Claim and his
29 Answer in this case with this Settlement Agreement.

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1 3. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to the civil judicial
2 forfeiture of the \$337,400.00 in United States Currency.

3 4. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to forfeit the \$337,400.00 in
4 United States Currency to the United States.

5 5. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to relinquish all right, title,
6 and interest in the \$337,400.00 in United States Currency.

7 6. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to waive his right to any
8 civil judicial forfeiture proceedings (“proceedings”) concerning the \$337,400.00 in United States
9 Currency

10 7. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to waive service of process
11 of any and all documents filed in this action or any proceedings concerning the \$337,400.00 in United
12 States Currency arising from the facts and circumstances of this case.

13 8. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agree to waive any further notice to
14 him, his agent, or his attorney regarding the forfeiture and disposition of the \$337,400.00 in United States
15 Currency.

16 9. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees not to file any further claim,
17 answer, petition, or other documents in any proceedings concerning the \$337,400.00 in United States
18 Currency.

19 10. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to waive the statute of
20 limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime Claims and Asset
21 Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional requirements, and the constitutional
22 due process requirements of any forfeiture proceedings concerning the \$337,400.00 in United States
23 Currency.

24 11. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to waive his right to a trial
25 on the forfeiture of the \$337,400.00 in United States Currency.

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1 12. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to waive (a) all
2 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy defense
3 or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United States
4 Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and unusual
5 punishments in any proceedings concerning the \$337,400.00 in United States Currency.

6 13. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to the entry of a Judgment
7 of Forfeiture of the \$337,400.00 in United States Currency to the United States.

8 14. Jong Mal Ha aka Young Jae Ha understand that the forfeiture of the \$337,400.00 in United
9 States Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost of
10 imprisonment, or any other penalty that may be imposed on Jong Mal Ha aka Young Jae Ha in addition to
11 forfeiture.

12 15. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to the conditions in this
13 Settlement Agreement.

14 16. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily agrees to hold harmless the
15 United States, the United States Department of Justice, the United States Attorney's Office for the District
16 of Nevada, the United States Department of Homeland Security, the Drug Enforcement Administration,
17 the Department of the United States Treasury, their agencies, their agents, and their employees from any
18 claim made by Jong Mal Ha aka Young Jae Ha or any third party arising out of the facts and
19 circumstances of this case.

20 17. Jong Mal Ha aka Young Jae Ha knowingly and voluntarily releases and forever discharges
21 the United States, the United States Department of Justice, the United States Attorney's Office for the
22 District of Nevada, the United States Department of Homeland Security, the Drug Enforcement
23 Administration, the Department of the United States Treasury, their agencies, their agents, and their
24 employees from any and all claims, rights, or causes of action of any kind that Jong Mal Ha aka Young
25 Jae Ha now have or may hereafter have on account of, or in any way growing out of, the seizures and the
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1 forfeitures of the property in the abandonment, the civil administrative forfeitures, the civil judicial
2 forfeitures, and the criminal forfeitures.

3 18. Each party acknowledges and warrants that its execution of the Settlement Agreement is free
4 and is voluntary.

5 19. The Settlement Agreement contains the entire agreement between the parties.

6 20. Except as expressly stated in the Settlement Agreement, no party, officer, agent, employee,
7 representative, or attorney has made any statement or representation to any other party, person, or entity
8 regarding any fact relied upon in entering into the Settlement Agreement, and no party, officer, agent,
9 employee, representative, or attorney relies on such statement or representation in executing the
10 Settlement Agreement.

11 21. The persons signing the Settlement Agreement warrant and represent that they have full
12 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
13 they are signing, to the terms of the Settlement Agreement.

14 22. This Settlement Agreement shall be construed and interpreted according to federal forfeiture
15 law and federal common law. The jurisdiction and the venue for any dispute related to, and/or arising
16 from, this Settlement Agreement is the unofficial Southern Division of the United States District Court for
17 the District of Nevada, located in Las Vegas, Nevada.

18 23. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

19 24. This Settlement Agreement shall not be construed more strictly against one party than against
20 the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the
21 parties; it being recognized that both parties have contributed substantially and materially to the
22 preparation of this Settlement Agreement.

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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause
2 for the seizure and forfeiture of the \$337,400.00 in United States Currency.

3 DATED: 01/21/15

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5 JONG MAL HA aka YOUNG JAE HA

DATED: _____

DANIEL G. BOGDEN
United States Attorney

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7 DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

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11 IT IS SO ORDERED:

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16 DANIEL D. HOLLINGSWORTH
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UNITED STATES DISTRICT JUDGE

DATED: _____

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause
2 for the seizure and forfeiture of the \$337,400.00 in United States Currency.

3 DATED: _____

DATED: January 26, 2015

4 DANIEL G. BOGDEN
5 United States Attorney

JONG MAL HA aka YOUNG JAE HA

6 /s/Daniel D. Hollingsworth
7 DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

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10 IT IS SO ORDERED:

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15 UNITED STATES DISTRICT JUDGE
16 DATED: January 29, 2015

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